

## INVITATION TO BID

STATE OF LOUISIANA

DIVISION OF ADMINISTRATION  
OFFICE OF STATE PURCHASING

BIDS WILL BE PUBLICLY OPENED:

**NOV 15, 2012 10:00 AM**

PURCHASING AGENCY NO. : 107001

=====> VENDOR NO. :  
SOLICITATION : 2251085  
FILE NO. :  
OPENING DATE : 11/15/12

VENDOR NAME AND ADDRESS

**SEE NO. 8 BELOW. RETURN BID TO**  
10:00 AM

2251085 11/15/12

OFFICE OF STATE PURCHASING  
OFFICE OF STATE PURCHASING  
POST OFFICE BOX 94095  
BATON ROUGE, LA 70804-9095

BUYER : MARY COPPAGE  
BUYER PHONE : (225) 342-8028  
DATE ISSUED : 10/11/12  
REQ. AGENCY : 107001 FOLD HERE-->  
OFFICE OF STATE PURCHASING  
AGENCY REQ. NO. : 91951  
ISIS REQ. NO. : 1347913  
VENDOR PHONE :  
FISCAL YEAR : 13  
CLASS/SUBCLASS : 20468  
SCHEDULED BEGIN DATE : 11/21/12  
SCHEDULED END DATE : 11/20/13  
T-NUMBER : 91951

**FILL IN VENDOR NUMBER (FEIN), NAME AND  
ADDRESS ABOVE, BEFORE SUBMITTING BID.**

KONICA MINOLTA BRAND NAME SCANNERS

## TO BE COMPLETED BY VENDOR

1. \_\_\_\_\_ PLEASE REMOVE FROM THIS COMMODITY CODE.
2. \_\_\_\_\_ DELIVERY WILL BE MADE IN THIS NUMBER OF DAYS AFTER RECEIPT OF ORDER.
3. \_\_\_\_\_ % CASH DISCOUNT FOR PROMPT PAYMENT IF MADE WITHIN THIRTY (30) DAYS. CASH DISCOUNTS FOR LESS THAN 30 DAYS OR LESS THAN 1% WILL BE ACCEPTED, BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS. ON INDEFINITE QUANTITY TERM CONTRACTS, CASH DISCOUNTS WILL BE ACCEPTED AND TAKEN BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS.
4. \_\_\_\_\_ BIO BOND ATTACHED, \_\_\_\_\_ CERTIFIED CHECK ATTACHED, \_\_\_\_\_ OTHER, IF REQUIRED.
5. \_\_\_\_\_ BID REFERENCE NUMBER. (THIS NUMBER WILL APPEAR ON RESULTING ORDER OR CONTRACT).

## INSTRUCTIONS TO BIDDERS

1. READ THE ENTIRE BIO, INCLUDING ALL TERMS AND CONDITIONS AND SPECIFICATIONS.
2. ALL BID PRICES MUST BE TYPED OR WRITTEN IN INK. ANY CORRECTIONS, ERASURES OR OTHER FORMS OF ALTERATION TO UNIT PRICES SHOULD BE INITIALED BY THE BIDDER.
3. THIS BID IS TO BE MANUALLY SIGNED IN INK.
4. BID PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS F.O.B. DESTINATION OR AS OTHERWISE PROVIDED. BIDS CONTAINING "PAYMENT IN ADVANCE" OR "C.O.D." REQUIREMENTS MAY BE REJECTED. PAYMENT IS TO BE MADE WITHIN 30 DAYS AFTER RECEIPT OF PROPERLY EXECUTED INVOICE OR DELIVERY, WHICHEVER IS LATER.
5. AMOUNT OF BID BOND REQUIRED: \_\_\_\_\_ N/A
6. AMOUNT OF PERFORMANCE BOND, IF REQUIRED. \_\_\_\_\_ OR \_\_\_\_\_ 0% OF BID.
7. DESIRED DELIVERY: \_\_\_\_\_ 030 DAYS ARO
8. TO ASSURE CONSIDERATION OF YOUR BID, ALL BIDS AND ADDENDA SHOULD BE RETURNED IN AN ENVELOPE OR PACKAGE CLEARLY MARKED WITH THE BID OPENING DATE AND THE BID NUMBER, OR SUBMITTED IN THE SPECIAL ENVELOPE IF FURNISHED FOR THAT PURPOSE.
9. BIDS SUBMITTED ARE SUBJECT TO PROVISIONS OF THE LAWS OF THE STATE OF LOUISIANA INCLUDING BUT NOT LIMITED TO L.R.S. 39:1551-1736; PURCHASING RULES AND REGULATIONS; EXECUTIVE ORDERS; STANDARD TERMS AND CONDITIONS; SPECIAL CONDITIONS; AND SPECIFICATIONS LISTED IN THIS SOLICITATION.
10. IMPORTANT: BY SIGNING THE BID, THE BIDDER CERTIFIES COMPLIANCE WITH ALL INSTRUCTIONS TO BIDDERS, TERMS, CONDITIONS AND SPECIFICATIONS, AND FURTHER CERTIFIES THAT THIS BID IS MADE WITHOUT COLLUSION OR FRAUD. THIS BID IS TO BE MANUALLY SIGNED IN INK BY A PERSON AUTHORIZED TO BIND THE VENDOR (SEE NO.30). ALL BID INFORMATION SHALL BE MADE WITH INK OR TYPEWRITTEN.

FOLD HERE--&gt;

VENDOR PHONE NUMBER:  
FAX NUMBER:

TITLE

DATE

SIGNATURE OF AUTHORIZED BIDDER - SEE NO. 30, PAGE 3.  
(MUST BE SIGNED)NAME OF BIDDER  
(TYPED OR PRINTED)

<b>STANDARD TERMS &amp; CONDITIONS</b>		<b>INVITATION TO BID</b>	
NUMBER : 2251085 OPEN DATE: 11/15/12      TIME: 10:00 AM T-NUMBER : 91951		BIDDER:	PAGE  2

  

11 ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE BUYER AT THE PHONE AND ADDRESS SHOWN ABOVE.

12. CONFERENCE:

NA  
NA  
NA

13. BID FORMS.

ALL WRITTEN BIDS, UNLESS OTHERWISE PROVIDED FOR, MUST BE SUBMITTED ON, AND IN ACCORDANCE WITH, FORMS PROVIDED, PROPERLY SIGNED (SEE NO. 30). BIDS SUBMITTED IN THE FOLLOWING MANNER WILL NOT BE ACCEPTED:

A. BID CONTAINS NO SIGNATURE INDICATING INTENT TO BE BOUND;  
 B. BID FILLED OUT IN PENCIL; AND  
 C. BID NOT SUBMITTED ON THE STATE'S STANDARD FORMS.

BIDS MUST BE RECEIVED AT THE ADDRESS SPECIFIED IN THE SOLICITATION PRIOR TO BID OPENING TIME IN ORDER TO BE CONSIDERED. TELEGRAPHIC AND FAX ALTERATIONS TO BIDS RECEIVED BEFORE BID OPENING TIME WILL BE CONSIDERED PROVIDED FORMAL BID AND WRITTEN ALTERATION HAVE BEEN RECEIVED AND TIME-STAMPED BEFORE BID OPENING TIME. ENTIRE BID SHOULD BE RETURNED, EXCEPT ITEM PAGES NOT BID.

14. STANDARDS OF QUALITY.

ANY PRODUCT OR SERVICE BID SHALL CONFORM TO ALL APPLICABLE FEDERAL AND STATE LAWS AND REGULATIONS AND THE SPECIFICATIONS CONTAINED IN THE SOLICITATION. UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION, ANY MANUFACTURER'S NAME, TRADE NAME, BRAND NAME, OR CATALOG NUMBER USED IN THE SPECIFICATION IS FOR THE PURPOSE OF DESCRIBING THE STANDARD OF QUALITY, PERFORMANCE, AND CHARACTERISTICS DESIRED AND IS NOT INTENDED TO LIMIT OR RESTRICT COMPETITION. BIDDER MUST SPECIFY THE BRAND AND MODEL NUMBER OF THE PRODUCT OFFERED IN HIS BID. BIDS NOT SPECIFYING BRAND AND MODEL NUMBER SHALL BE CONSIDERED AS OFFERING THE EXACT PRODUCTS SPECIFIED IN THE SOLICITATION.

15. DESCRIPTIVE INFORMATION.

BIDDERS PROPOSING AN EQUIVALENT BRAND OR MODEL SHOULD SUBMIT WITH THE BID INFORMATION (SUCH AS ILLUSTRATIONS, DESCRIPTIVE LITERATURE, TECHNICAL DATA) SUFFICIENT FOR STATE OF LOUISIANA TO EVALUATE QUALITY, SUITABILITY, AND COMPLIANCE WITH THE SPECIFICATIONS IN THE SOLICITATION. FAILURE TO SUBMIT DESCRIPTIVE INFORMATION MAY CAUSE BID TO BE REJECTED. ANY CHANGE MADE TO A MANUFACTURER'S PUBLISHED SPECIFICATIONS SUBMITTED FOR A PRODUCT SHALL BE VERIFIABLE BY THE MANUFACTURER. IF ITEM(S) BID DO NOT FULLY COMPLY WITH SPECIFICATIONS (INCLUDING BRAND AND/OR PRODUCT NUMBER), BIDDER MUST STATE IN WHAT RESPECT ITEM(S) DEVIATE. FAILURE TO NOTE EXCEPTIONS ON THE BID FORM WILL NOT RELIEVE THE SUCCESSFUL BIDDER(S) FROM SUPPLYING THE ACTUAL PRODUCTS REQUESTED.

16. BID OPENING.

BIDDERS MAY ATTEND THE BID OPENING, BUT NO INFORMATION OR OPINIONS CONCERNING THE ULTIMATE CONTRACT AWARD WILL BE GIVEN AT THE BID OPENING OR DURING THE EVALUATION PROCESS. BIDS MAY BE EXAMINED WITHIN 72 HOURS AFTER BID OPENING. INFORMATION PERTAINING TO COMPLETED FILES MAY BE SECURED BY VISITING THE STATE OF LOUISIANA DURING NORMAL WORKING HOURS. WRITTEN BID TABULATIONS WILL NOT BE FURNISHED.

17. AWARDS.

THE STATE OF LOUISIANA RESERVES THE RIGHT TO AWARD ITEMS SEPARATELY, GROUPED OR ON AN ALL-OR-NONE BASIS AND TO REJECT ANY OR ALL BIDS AND WAIVE ANY INFORMALITIES.

18. PRICES.

UNLESS OTHERWISE SPECIFIED BY THE STATE OF LOUISIANA IN THE SOLICITATION, BID PRICES MUST BE COMPLETE, INCLUDING TRANSPORTATION PREPAID BY BIDDER TO DESTINATION AND FIRM FOR ACCEPTANCE FOR A MINIMUM OF 30 DAYS. IF ACCEPTED, PRICES MUST BE FIRM FOR THE CONTRACTUAL PERIOD. BIDS OTHER THAN F.O.B. DESTINATION MAY BE REJECTED. PRICES SHOULD BE QUOTED IN THE UNIT (EACH, BOX, CASE, ETC.) AS SPECIFIED IN THE SOLICITATION.

19. DELIVERIES.

BIDS MAY BE REJECTED IF THE DELIVERY TIME INDICATED IS LONGER THAN THAT SPECIFIED IN THE SOLICITATION.

20. TAXES.

VENDOR IS RESPONSIBLE FOR INCLUDING ALL APPLICABLE TAXES IN THE BID PRICE. STATE AGENCIES ARE EXEMPT FROM ALL STATE AND LOCAL SALES AND USE TAXES.

STANDARD TERMS & CONDITIONS		INVITATION TO BID	
NUMBER : 2251085 DPEN DATE: 11/15/12      TIME: 10:00 AM T-NUMBER : 91951		BIDDER:	PAGE  3

  

21. NEW PRDDUCTS.  
 UNLESS SPECIFICALLY CALLED FDR IN THE SOLICITATION, ALL PRDDUCTS FDR PURCHASE MUST BE NEW, NEVER PREVIOUSLY USED, AND THE CURRENT MODEL AND/DR PACKAGING. ND REMANUFACTURED, DEMDNSTRATDR, USED DR IRREGULAR PRDDUCT WILL BE CONSIDERED FOR PURCHASE UNLESS DOTHERWISE SPECIFIED IN THE SOLICITATIDN. THE MANUFACTURER'S STANDARD WARRANTY WILL APPLY UNLESS DOTHERWISE SPECIFIED IN THE SOLICITATIDN.

22. CDNTRACT RENEWALS.  
 UPON AGREEMENT DF THE STATE OF LDUISIANA AGENCY AND THE CONTRACTDR, A TERM CONTRACT MAY BE EXTENDED FDR 2 ADDITIDNAL 12-MONTH PERIODS AT THE SAME PRICES, TERMS AND CONDITIDNS. IN SUCH CASES, THE TDIAL CONTRACT TERM CANNDT EXCEED 36 MDNTHS.

23. CONTRACT CANCELLATION.  
 THE STATE DF LDUISIANA HAS THE RIGHT TD CANCEL ANY CONTRACT, IN ACCORDANCE WITH PURCHASING RULES AND REGULATIONS, FOR CAUSE, INCLUDING BUT NDT LIMITED TO, THE FOLLOWING: (1) FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE CONTRACT; (2) FAILURE DF THE PRODUCT DR SERVICE TO MEET SPECIFICATIDNS, CONFORM TO SAMPLE QUALITY DR TO BE DELIVERED IN GOOD CONDITIDN; (3) MISREPRESENTATION BY THE CONTRACTDR; (4) FRAUD, CDLLUSION, CONSPIRACY OR DOTHER UNLAWFUL MEANS DF DBTAINING ANY CONTRACT WITH THE STATE; (5) CDNFLICT DF CONTRACT PRDVISIDNS WITH CONSTITUTIDNAL DR STATUDRY PRDVISIDNS DF STATE OR FEDERAL LAW; (6) ANY OTHER BREACH DF CDNTRACT.

24. DEFAULT DF CONTRACTDR.  
 FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE BID WILL CONSTITUTE A DEFAULT AND MAY CAUSE CANCELLATION DF THE CONTRACT. WHERE THE STATE HAS DETERMINED THE CDNTRACTDR TD BE IN DEFAULT, THE STATE RESERVES THE RIGHT TD PURCHASE ANY DR ALL PRODUCTS OR SERVICES COVERED BY THE CONTRACT DN THE DPEN MARKET AND TD CHARGE THE CONTRACTDR WITH COST IN EXCESS OF THE CONTRACT PRICE. UNTIL SUCH ASSESSED CHARGES HAVE BEEN PAID, ND SUBSEQUENT BID FRDM THE DEFAULTING CONTRACTOR WILL BE CONSIDERED.

25. ORDER DF PRIDRITY.  
 IN THE EVENT THERE IS A CONFLICT BETWEEN THE INSTRUCTIONS TD BIDDERS DR STANDARD CDNDITIONS AND THE SPECIAL CONDITIDNS, THE SPECIAL CONDITIDNS SHALL GOVERN.

26. APPLICABLE LAW.  
 ALL CONTRACTS SHALL BE CDNSTRUED IN ACCORDANCE WITH AND GDVERNED BY THE LAWS DF THE STATE OF LDUISIANA.

27. COMPLIANCE WITH CIVIL RIGHTS LAWS.  
 BY SUBMITTING AND SIGNING THIS BID, BIDDER AGREES TO ABIDE BY THE REQUIREMENTS DF THE FDLOWING AS APPLICABLE: TITLE VI AND VII DF THE CIVIL RIGHTS ACT DF 1964, AS AMENDED BY THE EQUAL DPORTUNITY ACT DF 1972, FEDERAL EXECUTIVE DRDER 11246, FEDERAL REHABILITIDN ACT DF 1973, AS AMENDED, THE VETERAN'S READJUSTMENT ASSISTANCE ACT DF 1974, TITLE IX DF THE EDUCATION AMENDMENTS DF 1972, THE AGE ACT DF 1975, AND BIDDER AGREES TD ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT DF 1990. BIDDER AGREES NDT TO DISCRIMINATE IN ITS EMPLDYMENT PRACTICES, AND WILL RENDER SERVICES UNDER ANY CONTRACT ENTERED INTD AS A RESULT DF THIS SDLICITATION WITHDUT REGARD TD RACE, COLDR, RELIGION, NATIONAL DRIGIN, VETERAN STATUS, POLITICAL AFFILIATION, DR DISABILITIES. ANY ACT OF DISCRIMINATIDN CDMMITTED BY BIDDER, DR FAILURE TD COMPLY WITH THESE STATUTORY DBLIGATIDNS WHEN APPLICABLE, SHALL BE GROUNDS FDR TERMINATIDN DF ANY CDNTRACT ENTERED INTD AS A RESULT OF THIS SOLICITATIDN.

28. SPECIAL ACCOMMODATION.  
 ANY "QUALIFIED INDIVIDUAL WITH A DISABILITY" AS DEFINED BY THE AMERICANS WITH DISABILITIES ACT WHO HAS SUBMITTED A BID AND DESIRES TO ATTEND THE BID DPENING, MUST NDTIFY THIS DFFICE IN WRITING NDT LATER THAN SEVEN DAYS PRIOR TD THE BID DPENING DATE DF THEIR NEED FDR SPECIAL ACCOMMDDATIDNS. IF THE REQUEST CANNDT BE REASONABLY PRDVIDED, THE INDIVIDUAL WILL BE INFORMED PRIOR TD THE BID DPENING.

29. INDEMNITY.  
 CONTRACTDR AGREES, UPON RECEIPT DF WRITTEN NDTICE DF A CLAIM DR ACTIDN, TD DEFEND THE CLAIM DR ACTION, DR TAKE DOTHER APPRDPRITE MEASURE, TD INDEMNIFY, AND HOLD HARMLESS, THE STATE, ITS OFFICERS, ITS AGENTS AND ITS EMPLDYYES FRDM AND AGAINST ALL CLAIMS AND ACTIONS FDR BDDILY INJURY, DEATH DR PRDPRTY DAMAGES CAUSED BY THE FAULT DF THE CONTRACTDR, ITS OFFICERS, ITS AGENTS, DR ITS EMPLDYYES. CONTRACTDR IS DBLIGATED TD INDEMNIFY ONLY TD THE EXTENT DF THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLDYYES. HDWEVER, THE CONTRACTOR SHALL HAVE NO DBLIGATION AS SET FORTH ABOVE WITH RESPECT TO ANY CLAIM DR ACTION FRDM BDDILY INJURY, DEATH DR PRDPRTY DAMAGES ARISING DUT DF THE FAULT DF THE STATE, ITS OFFICERS, ITS AGENTS DR ITS EMPLOYEES.

STANDARD TERMS & CONDITIONS		INVITATION TO BID	
NUMBER : 2251085 OPEN DATE: 11/15/12      TIME: 10:00 AM T-NUMBER : 91951		BIDDER:	PAGE 4

  

\*\*\*\*\*

30. SIGNATURE AUTHORITY  
 ATTENTION: R.S. 39:1594(C)(4) REQUIRES EVIDENCE OF AUTHORITY TO SIGN AND SUBMIT BIDS TO THE STATE OF LOUISIANA. YOU MUST INDICATE WHICH OF THE FOLLOWING APPLY TO THE SIGNER OF THIS BID.

PLEASE CIRCLE ONE:

1. THE SIGNER OF THIS BID IS EITHER A CORPORATE OFFICER WHO IS LISTED ON THE MOST CURRENT ANNUAL REPORT ON FILE WITH THE SECRETARY OF STATE OR A MEMBER OF A PARTNERSHIP OR PARTNERSHIP IN COMMENDAM AS REFLECTED IN THE MOST CURRENT PARTNERSHIP RECORDS ON FILE WITH THE SECRETARY OF STATE. A COPY OF THE ANNUAL REPORT OR PARTNERSHIP RECORD MUST BE SUBMITTED TO THIS OFFICE BEFORE CONTRACT AWARD.
2. THE SIGNER OF THE BID IS A REPRESENTATIVE OF THE BIDDER AUTHORIZED TO SUBMIT THIS BID AS EVIDENCED BY DOCUMENTS SUCH AS, CORPORATE RESOLUTION, CERTIFICATION AS TO CORPORATE PRINCIPAL, ETC. IF THIS APPLIES, A COPY OF THE RESOLUTION, CERTIFICATION, OR OTHER SUPPORTIVE DOCUMENTS MUST BE ATTACHED HERETO.
3. THE BIDDER HAS FILED WITH THE SECRETARY OF STATE AN AFFIDAVIT OR RESOLUTION OR OTHER ACKNOWLEDGED/AUTHENTIC DOCUMENT INDICATING THAT THE SIGNER IS AUTHORIZED TO SUBMIT BIOS FOR PUBLIC CONTRACTS. A COPY OF THE APPLICABLE DOCUMENT MUST BE SUBMITTED TO THIS OFFICE BEFORE CONTRACT AWARD.
4. THE SIGNER OF THE BID HAS BEEN DESIGNATED BY THE BIDDER AS AUTHORIZED TO SUBMIT BIDS ON THE BIDDER'S VENDOR REGISTRATION ON FILE WITH THIS OFFICE.

\*\*\*\*\*

31. IN ACCORDANCE WITH THE PROVISIONS OF R.S. 39:2192, IN AWARDING CONTRACTS AFTER AUGUST 15, 2010, ANY PUBLIC ENTITY IS AUTHORIZED TO REJECT A PROPOSAL OR BID FROM, OR NOT AWARD THE CONTRACT TO, A BUSINESS IN WHICH ANY INDIVIDUAL WITH AN OWNERSHIP INTEREST OF FIVE PERCENT OR MORE, HAS BEEN CONVICTED OF, OR HAS ENTERED A PLEA OF GUILTY OR NOLO CONTENDERE TO ANY STATE FELONY OR EQUIVALENT FEDERAL FELONY CRIME COMMITTED IN THE SOLICITATION OR EXECUTION OF A CONTRACT OR BID AWARDED UNDER LAWS GOVERNING PUBLIC CONTRACTS UNDER THE PROVISIONS OF CHAPTER 10 OF TITLE 38 OF THE LOUISIANA REVISED STATUTES OF 1950, PROFESSIONAL, PERSONAL, CONSULTING, AND SOCIAL SERVICES PROCUREMENT UNDER THE PROVISIONS OF CHAPTER 16 OF TITLE 39, OR THE LOUISIANA PROCUREMENT CODE UNDER THE PROVISIONS OF CHAPTER 17 OF TITLE 39.

\*\*\*\*\*

32. CERTIFICATION OF NO SUSPENSION OR DEBARMENT. BY SIGNING AND SUBMITTING ANY BID FOR \$25,000 OR MORE, THE BIDDER CERTIFIES THAT THEIR COMPANY, ANY SUBCONTRACTORS, OR PRINCIPALS ARE NOT SUSPENDED OR DEBARRED BY THE GENERAL SERVICES ADMINISTRATION (GSA) IN ACCORDANCE WITH THE REQUIREMENTS IN OMB CIRCULAR A-133.

A LIST OF PARTIES WHO HAVE BEEN SUSPENDED OR DEBARRED CAN BE VIEWED VIA THE INTERNET AT [HTTP://WWW.EPLS.GOV](http://www.EPLS.GOV)

33. FEDERAL CLAUSES, IF APPLICABLE.

ANTI-KICKBACK CLAUSE. THE CONTRACTOR HEREBY AGREES TO ADHERE TO THE MANDATE DICTATED BY THE COPELAND "ANTI-KICKBACK" ACT WHICH PROVIDES THAT EACH CONTRACTOR OR SUBGRANTEE SHALL BE PROHIBITED FROM INDUCING, BY ANY MEANS, ANY PERSON EMPLOYED IN THE COMPLETION OF WORK, TO GIVE UP ANY PART OF THE COMPENSATION TO WHICH HE IS OTHERWISE ENTITLED.

CLEAN AIR ACT. THE CONTRACTOR HEREBY AGREES TO ADHERE TO THE PROVISIONS WHICH REQUIRE COMPLIANCE WITH ALL APPLICABLE STANDARDS, ORDERS OR REQUIREMENTS ISSUED UNDER SECTION 306 OF THE CLEAN AIR ACT WHICH PROHIBITS THE USE UNDER NON-EXEMPT FEDERAL CONTRACTS, GRANTS OR LOANS OF FACILITIES INCLUDED ON THE EPA LIST OF VIOLATING FACILITIES.

ENERGY POLICY AND CONSERVATION ACT. THE CONTRACTOR HEREBY RECOGNIZES THE MANDATORY STANDARDS AND POLICIES RELATING TO ENERGY EFFICIENCY WHICH ARE CONTAINED IN THE STATE ENERGY CONSERVATION PLAN ISSUED IN COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT (P.L. 94-163).

CLEAN WATER ACT. THE CONTRACTOR HEREBY AGREES TO ADHERE TO THE PROVISIONS WHICH REQUIRE COMPLIANCE WITH ALL APPLICABLE STANDARDS, ORDERS, OR REQUIREMENTS ISSUED UNDER SECTION 508 OF THE CLEAN WATER ACT WHICH PROHIBITS THE USE UNDER NON-EXEMPT FEDERAL CONTRACTS, GRANTS OR LOANS OF FACILITIES INCLUDED ON THE EPA LIST OF VIOLATING FACILITIES.

ANTI-LOBBYING AND DEBARMENT ACT. THE CONTRACTOR WILL BE EXPECTED TO COMPLY WITH FEDERAL STATUTES REQUIRED IN THE ANTI-LOBBYING ACT AND THE DEBARMENT ACT.

SPECIAL TERMS & CONDITIONS		INVITATION TO BID	
NUMBER : 2251085 OPEN DATE: 11/15/12 T-NUMBER : 91951	TIME: 10:00 AM	BIDDER:	PAGE 5

1 BID DELIVERY INSTRUCTIONS FOR STATE PURCHASING:

BIDDERS ARE HEREBY ADVISED THAT THE U.S. POSTAL SERVICE DOES NOT MAKE DELIVERIES TO OUR PHYSICAL LOCATION.

BIDS MAY BE MAILED THROUGH THE U.S. POSTAL SERVICE TO OUR BOX AT:  
OFFICE OF STATE PURCHASING  
P O BOX 94095  
BATON ROUGE LA 70804-9095

BIDS MAY BE DELIVERED BY HAND OR COURIER SERVICE TO OUR PHYSICAL LOCATION AS FOLLOWS:

OFFICE OF STATE PURCHASING  
CLAIBORNE BUILDING, SUITE 2-160  
1201 NORTH THIRD STREET  
BATON ROUGE, LA 70802

BIDDER IS SOLELY RESPONSIBLE FOR ENSURING THAT ITS COURIER SERVICE PROVIDER MAKES INSIDE DELIVERIES TO OUR PHYSICAL LOCATION. THE OFFICE OF STATE PURCHASING IS NOT RESPONSIBLE FOR ANY DELAYS CAUSED BY THE BIDDER'S CHOSEN MEANS OF BID DELIVERY.

BIDDER SHOULD BE AWARE OF SECURITY REQUIREMENTS FOR THE CLAIBORNE BUILDING AND ALLOW TIME TO BE PHOTOGRAPHED AND PRESENTED WITH A TEMPORARY IDENTIFICATION BADGE.

BIDDER IS SOLELY RESPONSIBLE FOR THE TIMELY DELIVERY OF ITS BID. FAILURE TO MEET THE BID OPENING DATE & TIME SHALL RESULT IN REJECTION OF THE BID.

\*\*\*\*\*  
PUBLICIZING AWARDS. IN ACCORDANCE WITH L.A.C.34:I.535, UNSUCCESSFUL BIDDERS WILL BE NOTIFIED OF THE AWARD PROVIDED THAT THEY SUBMIT WITH THEIR BID A SELF-ADDRESSED STAMPED ENVELOPE REQUESTING THIS INFORMATION.  
\*\*\*\*\*

\*\*ATTENTION:\*\*

RECEIPT OF A SOLICITATION OR AWARD CANNOT BE RELIED UPON AS AN ASSURANCE OF RECEIVING FUTURE SOLICITATIONS. IN ORDER TO RECEIVE FUTURE SOLICITATIONS/AWARDS FROM THIS OFFICE, YOU MUST ENROLL IN THE PROPER CATEGORY ON LAPAC AT THE FOLLOWING WEB SITE:  
[HTTP://WWW.WPRD.DOA.LOUISIANA.GOV/OSP/LAPAC/PUBMAIN.ASP](http://www.wprd.doa.louisiana.gov/osp/lapac/pubmain.asp)  
ENROLLMENT IN LAPAC IS FREE AND PROVIDES EMAIL NOTIFICATION OF BID OPPORTUNITIES BASED UPON COMMODITIES THAT YOU SELECT.

2 TERMS AND CONDITIONS. THIS SOLICITATION CONTAINS ALL TERMS AND CONDITIONS WITH RESPECT TO THE COMMODITIES HEREIN. ANY VENDOR CONTRACTS, FORMS, TERMS OR OTHER MATERIALS SUBMITTED WITH BID MAY CAUSE BID TO BE REJECTED.

SPECIAL TERMS & CONDITIONS		INVITATION TO BID	
NUMBER : 2251085 OPEN DATE: 11/15/12 T-NUMBER : 91951	TIME: 10:00 AM	BIDDER:	PAGE  6

  

3 VENDOR'S FORMS. THE PURCHASE/RELEASE ORDER IS THE ONLY BINDING DOCUMENT TO BE ISSUED AGAINST THIS CONTRACT. SIGNING OF VENDOR'S FORMS IS NOT ALLOWED.

---



---

4 PRICE REDUCTIONS. WHENEVER THERE IS A REDUCTION IN PRICE, WHICH IS LOWER THAN THE CONTRACT PRICE, OFFERED TO SIMILARLY SITUATED CUSTOMERS CONTRACTING FOR THE SAME PERIOD AND UNDER THE SAME TERMS AND CONDITIONS, SAID REDUCTION MUST BE PRESENTED DIRECTLY TO THE DIRECTOR OF STATE PURCHASING. NO PRICE REDUCTION ON A STATEWIDE CONTRACT MAY BE OFFERED TO AN AGENCY UNLESS THAT REDUCTION IS OFFERED TO ALL AGENCIES.

5 COMPLIANCE WITH CIVIL RIGHTS LAWS. BY SUBMITTING AND SIGNING THIS SOLICITATION, THE BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE VI AND TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246, THE FEDERAL REHABILITATION ACT OF 1973, AS AMENDED, THE VIETNAM ERA VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE ACT OF 1975, AND BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990. BIDDER AGREES NOT TO DISCRIMINATE IN ITS EMPLOYMENT PRACTICES, AND WILL RENDER SERVICES UNDER ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION, WITHOUT REGARD TO RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, VETERAN STATUS, POLITICAL AFFILIATION, OR DISABILITIES. ANY ACT OF DISCRIMINATION COMMITTED BY BIDDER, OR FAILURE TO COMPLY WITH THESE STATUTORY OBLIGATIONS WHEN APPLICABLE, SHALL BE GROUNDS FOR TERMINATION OF ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION.

6 PREFERENCE. IN ACCORDANCE WITH LOUISIANA REVISED STATUTES 39:1595, A PREFERENCE MAY BE ALLOWED FOR PRODUCTS MANUFACTURED, PRODUCED, GROWN, OR ASSEMBLED IN LOUISIANA OF EQUAL QUALITY.

DO YOU CLAIM THIS PREFERENCE? YES \_\_\_\_\_

SPECIFY LINE NUMBER(S): \_\_\_\_\_

  

SPECIFY LOCATION WITHIN LOUISIANA WHERE THIS PRODUCT IS MANUFACTURED, PRODUCED, GROWN OR ASSEMBLED: \_\_\_\_\_

  

(NOTE: IF MORE SPACE IS REQUIRED, INCLUDE ON SEPARATE SHEET.)

DO YOU HAVE A LOUISIANA BUSINESS WORKFORCE? YES \_\_\_\_\_ NO \_\_\_\_\_

IF SO, DO YOU CERTIFY THAT AT LEAST FIFTY PERCENT (50%) OF YOUR LOUISIANA BUSINESS WORKFORCE IS COMPRISED OF LOUISIANA RESIDENTS?

YES \_\_\_\_\_ NO \_\_\_\_\_

FAILURE TO SPECIFY ABOVE INFORMATION MAY CAUSE ELIMINATION FROM PREFERENCES. PREFERENCES SHALL NOT APPLY TO SERVICE CONTRACTS.

SPECIAL TERMS & CONDITIONS		INVITATION TO BID	
NUMBER : 2251085 OPEN DATE: 11/15/12      TIME: 10:00 AM T-NUMBER : 91951		BIDDER:	PAGE 7
<p>7 COOPERATIVE PURCHASE - NOTE: RESPONSE TO THIS SECTION WILL NOT AFFECT THE BID AWARD.            POLITICAL SUBDIVISIONS OF THE STATE, QUASI STATE AGENCIES, AND EXTERNAL PROCUREMENT UNITS (DESCRIBED BELOW), MAY BE PERMITTED TO PURCHASE FROM CONTRACTS MADE BY THE OFFICE OF STATE PURCHASING. THE BIDDER MAY, AT ITS OPTION, PERMIT POLITICAL SUBDIVISIONS OF THE STATE, QUASI STATE AGENCIES, AND EXTERNAL PROCUREMENT UNITS TO PURCHASE FROM ANY CONTRACT AWARDED AGAINST THIS SOLICITATION. PLEASE CHECK ALL THAT APPLY:</p> <p>_____ BIDDER PERMITS ANY CONTRACT AWARDED TO APPLY TO QUASI STATE AGENCIES OR OTHER POLITICAL SUBDIVISIONS OF THE STATE.</p> <p>_____ BIDDER PERMITS ANY CONTRACT AWARDED TO APPLY TO AGENCIES OF THE UNITED STATES GOVERNMENT.</p> <p>_____ BIDDER PERMITS ANY CONTRACT AWARDED TO APPLY TO OTHER BUYING ORGANIZATIONS (OTHER THAN THE UNITED STATES GOVERNMENT), NOT LOCATED IN THIS STATE WHICH, IF LOCATED IN THIS STATE, WOULD QUALIFY AS A PUBLIC PROCUREMENT UNIT.</p> <p>8 ACCEPTANCE. BIDS ON THIS CONTRACT WILL BE ASSUMED TO BE FIRM FOR ACCEPTANCE FOR A MINIMUM OF 60 DAYS. IF ACCEPTED, PRICES MUST BE FIRM FOR THE SPECIFIED CONTRACT PERIOD.</p> <p>9 CANCELLATION            THE STATE OF LOUISIANA RESERVES THE RIGHT TO CANCEL THIS CONTRACT WITH THIRTY (30) DAYS WRITTEN NOTICE.</p> <p>10 CERTIFICATION OF NO SUSPENSION OR DEBARMENT. BY SIGNING AND SUBMITTING ANY BID FOR \$25,000 OR MORE, THE BIDDER CERTIFIES THAT THEIR COMPANY, ANY SUBCONTRACTORS, OR PRINCIPALS ARE NOT SUSPENDED OR DEBARRED BY THE GENERAL SERVICES ADMINISTRATION (GSA) IN ACCORDANCE WITH THE REQUIREMENTS IN OMB CIRCULAR A-133.</p> <p>A LIST OF PARTIES WHO HAVE BEEN SUSPENDED OR DEBARRED CAN BE VIEWED VIA THE INTERNET AT <a href="http://WWW.EPLS.GOV">WWW.EPLS.GOV</a></p> <p>11 CONTRACT PERFORMANCE EVALUATION            IN AN EFFORT TO IMPROVE OUR CONTRACTS TO MEET THE NEEDS OF THE AGENCIES WE SERVE, THE CONTRACTOR'S PERFORMANCE WILL BE MONITORED. AGENCIES' FEEDBACK WILL BE REQUESTED REGARDING CUSTOMER SERVICE, DELIVERY, PRODUCT QUALITY, BILLING, OVERALL EFFECTIVENESS OF THE CONTRACT, AND ANY NEEDED CHANGES. THEIR RESPONSES WILL BE CONSIDERED IN DETERMINING OUR OPTIONS FOR RENEWALS OR REVISIONS AND REBIDDING. TO VIEW THE CONTENT OF THE CONTRACT PERFORMANCE EVALUATION FORM, GO TO <a href="http://WWW.DOA.LOUISIANA.GOV/OSP/ONLINEFORMS/SUBMIT/CONTRPERFORMANCE.PDF">HTTP://WWW.DOA.LOUISIANA.GOV/OSP/ONLINEFORMS/SUBMIT/CONTRPERFORMANCE .PDF</a>, OR CALL FOR A COPY.</p> <p>AGENCY REPORTS OF DEFICIENT PERFORMANCE WILL BE APPROPRIATELY ADDRESSED DURING THE CONTRACT PERIOD.</p> <p>12 THIS IS A BRAND NAME CONTRACT. THEREFORE, ALL ITEMS BID MUST BE THE BRAND NAME SPECIFIED. ALTERNATE BRANDS WILL NOT BE CONSIDERED.</p>			

SPECIAL TERMS & CONDITIONS		INVITATION TO BID	
NUMBER : 2251085 OPEN DATE: 11/15/12 T-NUMBER : 91951	TIME: 10:00 AM	BIDDER:	PAGE 8

13 NON-EXCLUSIVITY CLAUSE:

THIS AGREEMENT IS NON-EXCLUSIVE AND SHALL NOT IN ANY WAY PRECLUDE STATE AGENCIES FROM ENTERING INTO SIMILAR AGREEMENTS AND/OR ARRANGEMENTS WITH OTHER VENDORS OR FROM ACQUIRING SIMILAR, EQUAL, OR LIKE GOODS AND/OR SERVICES FROM OTHER ENTITIES OR SOURCES.

14 PROCUREMENT OF UNITED STATES PRODUCTS:

IN ACCORDANCE WITH THE PROVISIONS OF R.S. 39:1595.7, IN THE EVENT A CONTRACT IS NOT ENTERED INTO FOR PRODUCTS PURCHASED UNDER THE PROVISIONS OF R.S. 39:1595, EACH PROCUREMENT OFFICER, PURCHASING AGENT, OR SIMILAR OFFICIAL WHO PROCURES OR PURCHASES MATERIALS, SUPPLIES, PRODUCTS, PROVISIONS, OR EQUIPMENT UNDER THE PROVISIONS OF THIS CHAPTER MAY PURCHASE SUCH MATERIALS, SUPPLIES, PRODUCTS, PROVISIONS, OR EQUIPMENT WHICH ARE MANUFACTURED IN THE UNITED STATES, AND WHICH ARE EQUAL IN QUALITY TO OTHER MATERIALS, SUPPLIES, PRODUCTS, PROVISIONS, OR EQUIPMENT, PROVIDED THAT ALL OF THE FOLLOWING CONDITIONS ARE MET:

(1) THE COST OF SUCH ITEMS DOES NOT EXCEED THE COST OF OTHER ITEMS WHICH ARE MANUFACTURED OUTSIDE THE UNITED STATES BY MORE THAN FIVE PERCENT.

(2) THE VENDOR OF SUCH ITEMS AGREES TO SELL THE ITEMS AT THE SAME PRICE AS THE LOWEST BID OFFERED ON SUCH ITEMS.

(3) IN CASES WHERE MORE THAN ONE BIDDER OFFERS ITEMS MANUFACTURED IN THE UNITED STATES WHICH ARE WITHIN FIVE PERCENT OF THE LOWEST BID, THE BIDDER OFFERING THE LOWEST BID ON SUCH ITEMS IS ENTITLED TO ACCEPT THE PRICE OF THE LOWEST BID MADE ON SUCH ITEMS.

(4) THE VENDOR CERTIFIES THAT SUCH ITEMS ARE MANUFACTURED IN THE UNITED STATES.

FOR THE PURPOSES OF THIS PREFERENCE,

(1) "MANUFACTURED IN THE UNITED STATES" MEANS PRODUCED BY A PROCESS IN WHICH THE MANUFACTURING, FINAL ASSEMBLY, PROCESSING, PACKAGING, TESTING, AND ANY OTHER PROCESS THAT ADDS VALUE, QUALITY, OR RELIABILITY TO ASSEMBLED ARTICLES, MATERIALS, OR SUPPLIES, OCCUR IN THE UNITED STATES.

(2) "UNITED STATES" MEANS THE UNITED STATES AND ANY PLACE SUBJECT TO TO THE JURISDICTION OF THE UNITED STATES.

DO YOU CLAIM THIS PREFERENCE? \_\_\_\_\_ YES

SPECIFY LINE NUMBER(S): \_\_\_\_\_

SPECIFY LOCATION WITHIN THE UNITED STATES WHERE THIS PRODUCT IS MANUFACTURED: \_\_\_\_\_

(NOTE: IF MORE SPACE IS REQUIRED, INCLUDE ON SEPARATE SHEET)

15 PACKAGING AND LABELING: VENDORS ARE ENCOURAGED TO CONSIDER DELIVERY



SPECIAL TERMS & CONDITIONS		INVITATION TO BID	
NUMBER : 2251085 OPEN DATE: 11/15/12      TIME: 10:00 AM T-NUMBER : 91951		BIDDER:	PAGE 9
<p>METHODS THAT UTILIZE RECYCLABLE OR REUSABLE PACKAGING MATERIAL AND CONTAINERS, OR THOSE WITH RECYCLED CONTENT.</p> <p>16 AT THE OPTION OF THE STATE OF LOUISIANA AND ACCEPTANCE BY THE CONTRACTOR, THIS CONTRACT MAY BE EXTENDED FOR TWO ADDITIONAL TWELVE (12) MONTH PERIODS AT THE SAME PRICE, TERMS AND CONDITIONS. TOTAL CONTRACT TIME MAY NOT EXCEED THIRTY-SIX (36) MONTHS.</p> <p>17 BRAND NAME CONTRACTS ARE EXPECTED TO HAVE \$20,000 USAGE ANNUALLY. THIS USAGE AMOUNT MAY BE WAIVED IN WHOLE OR IN PART DUE TO EXTENUATING CIRCUMSTANCES, IN THE STATE'S BEST INTEREST. THE OFFICE OF STATE PURCHASING WILL CONSIDER CONTRACT PURCHASES FROM BOTH STATE AGENCIES AND POLITICAL SUBDIVISIONS. THE INABILITY OR FAILURE TO TIMELY PRODUCE USAGE REPORTS EVIDENCING ADEQUATE SALES VOLUMES MAY RESULT IN CANCELLATION OF YOUR BRAND NAME CONTRACT FOR A PERIOD OF TWO (2) YEARS.</p> <p>SUCCESSFUL VENDOR SHOULD KEEP A COPY OF ALL ORDERS ISSUED AGAINST THIS CONTRACT DURING THE CONTRACT PERIOD. APPROXIMATELY FOUR (4) MONTHS PRIOR TO THE END OF THE CONTRACT PERIOD VENDOR IS TO BE PREPARED TO SUBMIT TO THE OFFICE OF STATE PURCHASING A CONTRACT USAGE REPORT WITH COPIES OF ALL ORDERS.</p> <p>THE USAGE REPORT IS TO INCLUDE THE VENDORS NAME, PHONE AND FAX NUMBERS, THE PERSONS NAME WHO COMPILED THE REPORT, A SUMMARY BY THE LINE ITEM WITH QUANTITY PURCHASED AND TOTAL VALUE OF EACH LINE ITEM. ADDITIONALLY THE REPORT IS TO SUMMARIZE THE TOTAL DOLLAR VOLUME OF THE ENTIRE CONTRACT. VENDOR MAY SUBMIT COMPUTER GENERATED REPORTS AND CAN ITEMIZE BY ORDER NUMBER, BY LINE ITEM, BUT THE LINE ITEM TOTALS, CONTRACT TOTALS AND COPIES OF ORDERS ARE REQUIRED.</p>			

PRICE SHEET		INVITATION TO BID			
NUMBER : 2251085 OPEN DATE : 11/15/12      TIME: 10:00 AM T-NUMBER : 91951		BIDDER:			PAGE 10
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED TOTAL
	<b>UNLESS SPECIFIED ELSEWHERE SHIP TO: STATEWIDE DELIVERY</b>				
00001	<b>COMMODITY CODE: 204-68-000900</b>  <b>CATEGORY I - SCANNERS AND PRINTERS</b>  <b>STATE DISCOUNT BID.</b>  <b>THE DISCOUNT PERCENT QUOTED SHALL BE APPLIED TO THE LOWEST PRICE FOUND IN THE "KONICA MINOLTA PUBLISHED PRICE LIST", MOST CURRENT ISSUE AT THE TIME OF BID OPENING. THE DISCOUNT PERCENT QUOTED SHALL ESTABLISH THE MINIMUM LEVEL OF REDUCED PRICING OFFERED TO THE STATE THROUGHOUT THE CONTRACT PERIOD. THE DISCOUNT SHALL APPLY TO ANY UPDATED ITEM ADDED, IN ACCORDANCE WITH SPECIFICATIONS THROUGHOUT THE LIFE OF THE CONTRACT.</b>	1	DISC		
00002	<b>COMMODITY CODE: 204-68-000900</b>  <b>CATEGORY II - ACCESSORIES</b>	1	DISC		
00003	<b>COMMODITY CODE: 204-68-000900</b>  <b>CATEGORY III - EXTENDED WARRANTIES</b>	1	DISC		

**T-Number 91951****SCOPE:**

Statewide Contract for **KONICA MINOLTA** Brand Name Computer Peripherals.

Equipment to be furnished must be the manufacturers' current state-of-the-art and must be certified to be in current new production. All equipment delivered under the contract must be new. Refurbished items are not acceptable.

All items furnished, including hardware components within any system configuration, must be the brand specified.

This is an open-ended requirements contract. Bidders are to quote a discount percent off Manufacturer's Catalog Price List designated in this solicitation. This discount(s) shall be stated on the appropriate line(s) as provided for on the price sheet herein.

**F.O.B.:**

Destination: All prices and terms shall be net.

**USAGE:**

Based on previous usage, the value of this contract is estimated to be approximately \$64,585.29.

**DELIVERY:**

Deliver to any agency of the State government eligible by State statute and/or authorized to purchase from the contract. Delivery is to be made upon issuance of a purchase/release order.

Contractors will have access to an adequate supply of all items in order to meet deliveries of not more than thirty (30) days.

**RISK OF LOSS/PASSAGE OF TITLE:**

Title to the equipment purchased under the Contract shall pass from Contractor to State on the date of installation for Contractor-installed equipment or on the date of delivery for State-installed equipment. Prior to the passage of title, all risk of loss or damage shall be on the Contractor.

**ORDERS:**

All State Agencies are directed to issue purchase/release orders for a supply of the items required, as and when needed. Political Subdivisions of the State and Quasi Agencies who have been authorized to purchase from contracts made by the Office of State Purchasing, are directed to issue their regular purchase orders directly to the supplier, making reference to the contract and line item numbers.

**TERMS AND CONDITIONS:**

The contract contains all terms and conditions with respect to the commodities herein. Any vendor contracts, forms or other materials submitted with bid may cause bid to be rejected.

The purchase/release order is the only binding document to be issued against the contract. Signing of Contractor's pre-printed forms is not allowed.

**INVOICE:**

Invoices will be submitted by the Contractor to the using agency as indicated on the purchase/release order and the invoice shall refer to the delivery ticket number, delivery date, purchase/release order number, quantity, unit price and delivery point. A separate invoice for each order delivered and accepted shall be submitted by the Contractor in duplicate directly to the accounting department of the using Agency. Invoices shall show the amount of any cash discount and shall be submitted on the Contractor's own invoice form.

Using Agencies are directed to pay the Contractor upon presentation of a properly executed invoice after goods have been received, inspected and accepted. Invoices will be paid within thirty (30) days of receipt of a properly executed invoice, or receipt of goods, whichever is later. Payment will be made on the basis of unit price as listed in the contract or the invoiced price, whichever is lower. Such price and payment will constitute full compensation for furnishing and delivering the requested contract commodities. In no case will the using agency refuse to make partial payments to the Contractor although all items have not been delivered. This payment in no way relieves the Contractor of his responsibility to effect shipment of the balance of the order.

**PAYMENTS WILL BE MADE TO THE VENDOR AND TO THE ADDRESS AS SHOWN ON THE PURCHASE/RELEASE ORDER. ADVANCED PAYMENTS WILL NOT BE ALLOWED IN THE CONTRACT.**

**"LaCARTE" PROCUREMENT CARD PURCHASES:**

The State of Louisiana has implemented a purchasing card program, "LaCarte", using the Visa platform. Vendors may receive payment from State Agencies by the procurement card in the same manner as other Visa purchases. "LaCarte" acceptance is not mandatory nor will it be the exclusive method of payment. As the state continues to roll out the program, it may become a preferred method of payment.

A purchase order will not be issued for purchases paid by the "LaCarte" procurement card – VISA. All terms and conditions of the contract will apply to the credit card purchases.

The Contractor shall not process a transaction for payment through the credit card clearinghouse until after the purchased products have been shipped or services performed.

All orders must be placed against the Contract net discounted prices.

The successful Contractor must keep on file a record of all orders for purchases paid by the "LaCarte" procurement card – VISA, issued against the Contract during the Contract period where a purchase order was not issued. Contractor will be required to furnish State Purchasing with the following information: item number, quantity, line total and order total.

"LaCARTE" acceptance is not a mandatory requirement of this contract, nor will it be the exclusive method of payment by agencies.

Do you agree to accept "LaCarte " as a payment option, should you be awarded this contract?

\_\_\_\_\_ Yes      \_\_\_\_\_ No

**BIDDER RESPONSIBILITIES:**

Bidders must quote discount percentages as requested in the bid. Discounted pricing should be furnished for individual items listed. (See Award/Evaluation criteria.)

Entire bid should be returned, except item pages not bid.

Bidder should submit with bid the most recent manufacturer's established catalog price and GSA price list if available. In the event these published lists do not exist, a signed and notarized type listing of retail prices covering all items on the bid should be submitted. If bidder is bidding items that are legally relabeled as the brand name specified in the contract, the bidder may be required to also provide **the original equipment manufacturer's published price list** to the Office of State Purchasing.

Such price lists are for informational purposes only and the terms and conditions contained therein will not be applicable to the contract.

Bidder should submit with bid a copy of the current standard warranty offered by the manufacturer for the equipment bid (see warranty requirements).

If not the manufacturer, the bidder must be authorized by the manufacturer to sell and service the products bid. Bidder should submit with their bid, documentation from the manufacturer showing that the bidder is authorized to sell and service the products bid.

If not authorized to service the products bid, but utilizing a third party to provide the services, the bidder should list the name, address and phone number of the third party contractor below, who will be performing the services needed and should provide documentation with their bid of the third party's authorization to service the products by the manufacturer. The successful bidder will be responsible for the work of the third party contractor. The Office of State Purchasing reserves the right to verify these authorizations.

---

---

---

---

---

---

It is the bidder's responsibility to assure that all items meet the following criteria. Items delivered to an agency not in accordance with these criteria will be subject to return at the Contractor's expense and possibly other legal action.

Any peripheral devices such as printers, scanners, and other items of significant cost must be legally labeled as the brand name specified in the contract. In certain cases, this would require that there be a legal agreement between the original equipment manufacturer and the private label distributor on file with the Office of State Purchasing, allowing the private label distributor to label and market the product as the brand specified.\*

- Example: On a contract for ABC Brand Name Peripherals, a system could not include a monitor labeled "IBM" or a printer labeled "Epson". An agreement would have to exist which would allow ABC Company to market these products and label them as ABC Brand.

**\*In the case where items require being legally relabeled as the brand name specified in the contract, the discounted price offered for those items cannot exceed the original equipment manufacturer's published price.**

Bidders bidding items that are legally relabeled as the brand specified in the contract, should identify those items with the original manufacturer's name on the price list that is submitted.

During the course of a contract where the items are legally relabeled as the brand name specified in the contract, the contractor shall not be allowed to substitute a different OEM product under an existing contract product number.

- Example: On a contract for ABC Brand Name Microcomputers, if an ABC #123 is presented to the Office of State Purchasing as a legally relabeled product, for which the OEM product is XYZ #456, then the contractor shall not substitute a different OEM product for ABC #123.

All documentation requested in this invitation to bid should be provided with your bid. Any documentation, verification or clarification requested during the evaluation must be provided by the date required in the request. Failure to provide the requested information in the time allotted may eliminate your bid from consideration.

The following check list is provided for your convenience. Failure to provide the information requested in the time allotted may cause your bid to be rejected.

1. Sign and Complete bid document (see page 1)
2. State minimum percent discount bid (page(s) **10**)
3. Complete attached item list with GSA/retail price, Discount and State price.
4. Include specified retail price list with bid.
5. Include A+ certificate, if applicable.
6. List Authorized LA Representatives (name and location)
7. List on-site installation, if applicable.
8. Provide "Hot Line" (800) number for technical assistance.
9. List Louisiana Representative and Location for Service and Representation.
10. List Persons authorized to execute contract and/or make changes.
11. Include list of authorized resellers.
12. Include document from LA Secretary of State to verify company is registered.

#### **AWARD/EVALUATION CRITERIA:**

It is the intent of the Office of State Purchasing to award the contract all-or-none to the responsive and responsible bidder meeting the requirements of the bid specifications and offering the overall greatest discount(s) off the catalog price list as designated in this section. The discount(s) quoted on Page(s) **10** shall be the minimum discount(s) to be applied to any line items in the respective categories on Attachment A. The line items listed in Attachment A will be the only products included in the original contract award. The minimum discount quoted for a category shall also apply to any updated items or new items added in that category throughout the life of the contract.

The established catalog price list is designated as follows:

00001, 00002, 00003

All price lists are to be the most current issue at the time of bid opening.

The price list designated above is for evaluation and award purposes only and a copy of the designated price list should be returned with bid.

On Attachment, bidder is to provide the retail price, discount percent and resulting net price offered for each individual item listed. Greater discounts than the minimum discount quoted may be offered on individual items, but only the minimum discount quoted on Page(s) **10** will be considered in the evaluation for award. Any discount listed on Attachment shall be equal to or greater than the discounts quoted on Page(s) **10**.

Net prices may not exceed the current national advertised and available General Services Administration (GSA) Governmental price list, if one exists. If not, the State does not intend to award or to maintain any item in any group that is offered at a price equal to or above the Manufacturer's List Price.

**\*\* Servers and Storage (SANs, etc.) per unit/configuration costs should not exceed \$500,000 each. Desktop per unit/configuration costs should not exceed \$100,000 each. Printers, of all types, and Monitors per unit/configuration costs should not exceed \$50,000 each. Peripherals per unit cost should not exceed \$50,000 each. \*\***

For evaluation and award, the Office of State Purchasing reserves the right to seek clarification and/or to correct any mathematical error in the application of the percentage discount to individual items listed on the price sheet pages, 26 - 28; such as rounding errors, etc. The manufacturer's most current designated established catalog price less the percentage discount quoted shall govern.

#### **CONTRACT PERIOD:**

The Contract is effective upon the approval of the Office of State Purchasing and will end no later than twelve (12) months, unless otherwise terminated in accordance with the termination provision of the Contract.

#### **RENEWAL:**

At the option of the Office of State Purchasing and acceptance by the Contractor, the contract may be extended for two (2) additional twelve month periods at the same prices, terms and conditions. Contract not to exceed thirty-six (36) months.

#### **CONTRACTOR'S RESPONSIBILITY:**

**Price reductions:** During the course of the contract, any price reduction in the Manufacturer's Published Prices must be immediately extended to the State by the Contractor. Failure to offer the benefit of these price reductions to the State within two (2) weeks after general announcement may result in the cancellation of the contract. These price reductions must be granted on any order not shipped. Contractor must maintain a list of equipment on order and be able to provide a list to the Office of State Purchasing within 48 hours of the request.

**Consistent Component Supply;** Contractor must agree and commit to component consistency within a product line, specifically, but not limited to, enhancement, peripheral accessories and supplies. Upgrades to each will be a normal part of the process.

**Substitutes:** Only brand names and numbers stated in the award are approved for delivery under the contract and any substitution must receive prior written approval of the Office of State Purchasing.

**Contractor Utilization:** By submitting a bid, bidder acknowledges that he agrees to the following terms that will be a part of any resulting contract(s) from this solicitation:

The contract has been designated as a Louisiana Pricing Schedule ("LAPS") contract. The State intends to use the following process before placing orders under the contract, and the contractor explicitly understands and agrees to the use of this process before accepting orders under the contract. Where multiple LAPS contracts exist for functionally equivalent precuts and/or services and the procurement is above \$25,000, all eligible users of these contracts will utilized the following procedures:

- 1) Prepare a Request for Responses (an informal process used to make a best value determination) that include, if applicable:
  - A) Performance – based statement of work that includes such things as
    - The work to be performed
    - Location of work
    - Period of performance
    - Deliverable schedule
    - Applicable performance standards

- Acceptance criteria
  - Any special requirements (e.g., security clearances, special knowledge, etc.)
  - The products required using a generic description of products and functions whenever possible.
- B) If necessary or applicable, a request for submittal of a project plan for performing the task and information on the contractor's experience and/or past performance performing similar tasks.
- C) A best value determination is one that considers, in addition to underlying contract pricing, such factors as:
- Probable life of the item selected
  - Environmental and Energy efficiency considerations
  - Technical qualifications
  - Delivery Terms
  - Warranty
  - Maintenance availability
  - Administrative costs
  - Compatibility of an item within the user's environment
  - User's familiarity with the item or service
- D) A request for submittal of a firm-fixed total price for labor and/or products which are no higher than the prices in the LAPS contract.
- 2) Submit the Request for Response to at least three (3) LAPS contract holders, whenever available, offering functionally equivalent products and/or services that will meet the agency's needs.
- 3) Evaluate responses and select the Contractor to receive the order:
- A) After responses have been evaluated, the order shall be placed with the contractor that represents the best value that meets the Agency's needs. The ordering agency should give preference to small-entrepreneurships or small and emerging businesses when two or more contractors can provide the services and/or products at the same firm-fixed price.
- B) The ordering agency shall document in the procurement file the evaluation of the contractor's responses that formed the basis for selection. The documentation shall identify the contractor from which the services and/or products were purchased and the costs of the resulting purchase order.
- C) Purchases shall not be artificially divided to avoid the requirements of this section when recurring requirements for same products are known.
- 4) Nothing herein relieves a state agency from following Office of Information Technology requirements for submission of IT-10 requests, for annual IT budget requests, or mid-year budget adjustment requests.

**Vendor List:** The Contractor who signs the execution of bid page contained herein shall be designated as prime Contractor on any contract resulting from this bid. If additional vendors are authorized to receive purchase/release orders for items contained in said contract, the bidder should submit, with the bid, a list of those additional authorized distributors. The prime Contractor will be responsible for the actions of any distributor vendors listed.





The following is the minimally acceptable reporting requirement for the contract. These elements are NOT negotiable. The field size of certain elements may be adjusted, with authorization from the Office of State Purchasing to accommodate differences in the Vendor Contract Number size.

Lead zeros should be avoided if possible. Fields should be right justified. Field with no data should be left blank.

Reports should be submitted in Microsoft Excel 97-03 format or an equivalent approved by the Office of State Purchasing.

Field Name	Field Description	Data Type	Field Size
VENDOR CONTRACT NUMBER	State assigned contract number	Alpha Numeric	6
STATE	State postal abbreviation code (Louisiana = LA)	Alpha Numeric	2
CUSTOMER TYPE (SEGMENT)	State Gov't, Education-K12, Education-HED, Local Gov't, Medical, Other - are acceptable segments. [determined by industrial practice for each contract - uniform for each contract]	Alpha Numeric	45
BILL TO NAME	Customer (agency) Bill to name	Alpha Numeric	60
BILL TO ADDRESS	Customer (agency) Bill to address	Alpha Numeric	40
BILL TO CITY	Customer (agency) Bill to city	Alpha Numeric	40
BILL TO ZIPCODE	Zip code in standard 5-4 format [standard 5 digits is acceptable, formatted as a zip code]	Alpha Numeric	9
SHIP TO NAME	Customer (agency) Ship to name	Alpha Numeric	60
SHIP TO ADDRESS	Customer (agency) Ship to address	Alpha Numeric	40
SHIP TO CITY	Customer (agency) Ship to city	Alpha Numeric	40
SHIP TO ZIPCODE	Zip code in standard 5-4 format [standard 5 digits is acceptable, formatted as a zip code]	Alpha Numeric	9
ORDER NUMBER	Vendor assigned order number	Alpha Numeric	20
CUSTOMER PO NUMBER	Customer provided Purchase Order Number	Alpha Numeric	20
CUSTOMER NUMBER	Vendor assigned account number for the purchasing entity	Alpha Numeric	20
ORDER TYPE	Sales order, Credit/Return, Upgrade/Downgrade, etc. [determined by industrial practice for each contract - uniform for each contract]	Alpha Numeric	35
PO DATE (ORDER DATE)	(mm/dd/ccyy)	Numeric	8
SHIP DATE	(mm/dd/ccyy)	Numeric	8
INVOICE DATE	(mm/dd/ccyy)	Numeric	8
INVOICE NUMBER	Vendor assigned Invoice Number	Alpha Numeric	20

Field Name	Field Description	Data Type	Field Size
PRODUCT NUMBER	Product number of purchased product	Alpha Numeric	25
PRODUCT DESCRIPTION	Product description of purchased product	Alpha Numeric	60
LIST PRICE/MSRP/CATALOG PRICE	List Price - US Currency (\$99999.999) [determined by industrial practice for each contract - uniform for each contract]	Numeric	10
UNIT PRICE	Unit Price - US Currency (\$99999.999)	Numeric	10
QUANTITY	Quantity Invoiced (99999.999)	Numeric	11
TOTAL PRICE	Extended Price (unit price multiplied by the quantity invoiced) - US Currency (\$999999999.999)	Numeric	13
Optional - Category Description	LAN/WAN switch, router, etc - if Product Description above is not descriptive	Alpha Numeric	60
Optional - Class Description	More information about Category Description if required	Alpha Numeric	60

The holder of any contract entered into as a result of this bid must also comply with all the requirements stipulated in the "Procedures for the Establishment and Continuance of a Brand Name Microcomputer Contract" (Most current issue at time of bid opening) where applicable. These procedures may be obtained at our website, [www.doa.louisiana.gov/osp](http://www.doa.louisiana.gov/osp).

#### CATALOG CONTRACTS:

To participate in catalog contracts the successful Contractor must maintain a web presence of their catalog through a universal locator (URL) linked to the Office of State Purchasing Web page, satisfy various reporting requirements, and satisfy any other requirements of the State's program, including third party audit.

Information and guidelines for these catalog contracts can be obtained from our website, [www.doa.louisiana.gov/osp](http://www.doa.louisiana.gov/osp).

The successful vendor will be given an option to participate in the catalog contract program with the State or continue with the manual process for updating contracts once established.

#### DEFINITION:

R.S. 1591 (2) Defines "Established Catalog Price" as the Price included in a catalog, price list, schedule, or other form that:

- a. Is regularly maintained by a manufacturer or contractor.
- b. Is either published or otherwise available for inspection by customers, and
- c. States prices at which sales are currently or were last made to a significant number of buyers constituting the general buying public for the supplies or services involved.

**INSTALLATION:**

On-site installation should be available from the successful vendor should an Agency desire it, at the hourly fee quoted below.

Installation is limited to the initial set-up and initial diagnostics of equipment and peripherals purchased from the contract. Installation is to be used only at the time of the purchase of the component(s) from the state contract. The installation charge is not to be used for configuration or reconfiguration of network equipment, installation or rearrangement of in-building or outside wiring/cabling nor any other fashion.

On-Site Installation \$ \_\_\_\_\_ per hour

The per hour charge will be the total charge allowed. Vendor may not charge a separate, additional amount for travel nor include it in calculating total installation time.

Contractor agrees to provide customer with at least one copy of all instructive material necessary for the effective operation of the purchased equipment, at no additional cost to all subsequent updates and corrections.

**SERVICE/HOT LINE:**

Contractor shall be available for consultation service through use of a "Hot Line" telephone number. List the telephone number for users to call when technical assistance is needed:

\_\_\_\_\_  
(Area Code)

It is mandatory for the successful bidder to render prompt service to Agencies throughout the State. Services of the successful bidder shall include calling on Agencies, examining their needs and advising them as to the proper types and selection of equipment best suited to their particular application and/or furnishing technical information at the user site when needed. Accordingly, the successful bidder must have at least one (1) representative located in the State of Louisiana to fulfill these needs, excluding the support from the manufacturer. If not provided below, the name of the representative must be submitted upon request. In the event one (1) representative is found insufficient to meet the needs of the State of Louisiana, the successful bidder will be required to assign additional personnel or face cancellation of the contract.

**REPRESENTATIVE AND LOCATION:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**WARRANTY:**

The following warranty provisions shall apply to any contract resulting from this solicitation. If the Contractor's standard warranty is other than described below, then the cost to provide warranties as specified below shall be included in the prices offered. There will be no separate charges for providing or extending warranties to meet the required provisions described below.

Contractor shall provide the standard warranty offered by the Manufacturer for the equipment bid; except, that the warranty at a minimum shall be for a term of at least one (1) year commencing on the date of satisfactory installation for Contractor-installed equipment, or on the date of delivery for State-installed equipment, and that the warranty include all repairs and replacement at no cost to the State. In addition, if a unit fails within seven (7) days of satisfactory installation (if vendor-installed) or within seven (7) days of delivery (if State-installed), the entire unit will be replaced by the Contractor unless the standard manufacturer's warranty provides for repair of the unit, in which case, the Contractor may provide on-site repair service at no additional cost. To the extent that the standard manufacturer's warranty differs from the foregoing minimum requirements for the State required warranty, the State's minimum requirements shall prevail. The state will accept any warranty that exceeds these minimum requirements.

The above stated warranties shall be voided and shall terminate if the equipment system components are modified or altered by any one other than the authorized Contractor personnel.

Any damages to the original equipment caused by State added components shall void the warranty, and repair of said unit becomes the responsibility of the State.

Re-certification of warranty shall then be negotiated between the State and the Contractor. The warranty does not cover defects or damage not caused or occasioned by the Contractor.

State/Contractor may verify machine condition or warranty through removal of any or all of the components added following initial procurement of the system.

The Contractor may use a third party warranty provider when demand for support or repair is greater than that which the Contractor's "in-house" support team can provide. At no time does this relieve the Contractor of his responsibility for any and all requirements that the Office of State Purchasing has in place for brand name peripheral contracts.

Examples of "unit" are a keyboard, a monitor, a printer, a system unit as delivered.

The successful Contractor must be able to offer on-site warranty service within a twenty-four (24) or forty-eight (48) hour response time, as an option, should an agency desire it.

Can you comply with these requirements? \_\_\_\_\_ Yes \_\_\_\_\_ No

#### **TECHNICAL SUPPORT EXPERIENCE:**

In order for the State of Louisiana to ensure quality or service for any brand peripheral, the Contractor must meet the following:

1. The Contractor of a brand name state contract may use a third party warranty service provider when demand for support or repair is greater than that which the Contractor's "in-house" support team can provide. At no time does this relieve the contract vendor of his responsibility to any and all requirements that the Office of State Purchasing has in place for Brand Name Microcomputer Contracts. Although third party warranty service providers are acceptable, this is not the preferred method of warranty repair and support. However, if a third party warranty provider(s) is utilized, it is incumbent on the contract vendor to provide evidence of the designated service provider's compliance to number two (2) below.
2. The Contractor or the designated third party service provider(s) shall utilize A+ certified service technicians as recognized by the Computing Technology Industry Association or equivalent certification, or manufacturer's trained service technicians to fulfill the warranty and service needs of contract equipment. It is preferred that the Contractor or the designated third party service provider(s) be recognized as an A+ Authorized Service Center by the Computing Technology Industry Association or have equivalent certification. Manufacturer's training must be for the brand name equipment as specified. The Contractor is required to furnish the Office of State Purchasing proof of

all training. All support personnel must have a minimum of one (1) year of hands-on technical experience on the same type of equipment.

Bidder should submit with his bid proof of certification or training.

#### **INDEMNIFICATION AND LIMITATION OF LIABILITY:**

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under the contract.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by the Contractor, its agents, employees, partners or subcontractors, in the performance of the contract without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State.

Contractor shall indemnify, defend and hold the State harmless, **without limitation**, from and against any and all damages, expenses (including reasonable attorneys' fees), claims judgments, liabilities and costs which may be fully assessed against the State in any action for infringement of a United States Letter Patent with respect to the products, materials or services furnished by the Contractor under its bid response and the contract, or of any copyright trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of the Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State may require the Contractor at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: (i) the State's unauthorized modification or alteration of the products or materials; (ii) the State's use of the products or materials in combination with other products or materials not furnished by the Contractor; (iii) the State's use of the products or materials in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if the Contractor believes that it may be enjoined, the Contractor shall have the right, at its own expense and sole discretion as the State's exclusive remedy to take action in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part(s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the product or material.

For all other claims against the Contractor where liability is not otherwise set forth in the contract as being "without limitation", and regardless of the basis on which the claim is made, the Contractor's liability **for direct damages, shall be the greater of \$100,000, the dollar amount of the products or materials, or two (2) times the charges for services rendered by the Contractor under the contract.** Unless otherwise specifically enumerated herein mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records, even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

The State may, in addition to other remedies available to it at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

#### **INSURANCE TYPES AND AMOUNTS:**

Contractor agrees to provide the State of Louisiana with Certificates of adequate insurance indicating coverage as required herein.

Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-VI. This rating requirement shall be waived for Worker's Compensation coverage only.

**Contractor's Insurance:** The Contractor shall not commence work under the contract until he has obtained all insurance required herein. Certificates of Insurance, fully executed by officers of the Insurance Company written or countersigned by an authorized Louisiana agency, shall be filed with the State of Louisiana for approval. The Contractor shall not allow any sub-Contractor to commence work on his subcontract until all similar insurance required for the subcontractor has been obtained and approved. If so requested, the Contractor shall also submit copies of insurance policies for inspection and approval of the State of Louisiana before work is commenced. Said policies shall not hereafter be canceled, permitted to expire, or be changed without thirty (30) days notice in advance to the State of Louisiana and consented to by the State of Louisiana in writing and the policies shall so provide.

**Compensation Insurance:** Before any work is commenced, the Contractor shall take out and maintain during the life of the contract, Workers' Compensation Insurance for all of the Contractor's employees employed at the site of the project. In case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in work under the contract at the site of the project is not protected under the Workers' Compensation Statute, the Contractor shall provide for any such employees, and shall further provide or cause any and all subcontractors to provide Employer's Liability Insurance for the protection of such employees not protected by the Workers' Compensation Statute.

**Commercial General Liability Insurance:** The Contractor shall take out and maintain during the life of the contract such Commercial General Liability Insurance which shall protect him, the State, and any subcontractor during the performance of work covered by the contract from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the contract, whether such operations be by himself or by a subcontractor, or by anyone directly or indirectly employed by either of them, or in such a manner as to impose liability on the State. Such insurance shall name the State as additional insured for claims arising from or as the result of the operations of the Contractor or his subcontractors. In the absence of specific regulations, the amount of coverage shall be as follows: Commercial General Liability Insurance, including bodily injury, property damage and contractual liability, with combined single limits of \$1,000,000.

**Insurance Covering Special Hazards:** Special hazards as determined by the State shall be covered by rider or riders in the Commercial General Liability Insurance Policy or policies herein elsewhere required to be furnished by the Contractor, or by separate policies of insurance in the amounts as defined in any Special Conditions of the contract included therewith.

**Licensed and Non-Licensed Motor Vehicles:** The Contractor shall take out and maintain during the life of the contract, Automobile Liability Insurance in an amount not less than combined single limits of \$500,000 per occurrence for bodily injury/property damage. Such insurance shall also cover the use of any non-licensed motor vehicles engaged in operations within the terms of the contract on the site of the work to be performed thereunder, unless such coverage is included in insurance elsewhere specified.

**Subcontractor's Insurance:** The Contractor shall require that any and all subcontractors, which are not protected under the Contractor's own insurance policies, take and maintain insurance of the same nature and in the same amounts as required of the Contractor.

**ASSIGNMENT:**

The Contractor shall not assign any interest in the contract by assignment, transfer or ovation without prior written consent of the State. This provision shall not be construed to prohibit the Contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

**RIGHT TO AUDIT:**

The State Legislative auditor, federal auditors and internal auditors of the Division of Administration, or others so designated by the DOA, shall have the option to audit all accounts directly pertaining to the contract for a period of five (5) years after project acceptance or as required by applicable State and Federal Law. Records shall be made available during normal working hours for this purpose.

**TERMINATION:**

**A. TERMINATION FOR CAUSE:**

The State may terminate the contract for cause based upon the failure of Contractor to comply with the terms and/or conditions of the contract provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the contract shall terminate on the date specified in such notice. Failure to perform within the time specified in the bid document or bid response shall constitute a default and may cause cancellation of the contract. Where the State has determined the Contractor to be in default, the State reserves the right to obtain any or all products or services covered by the contract on the open market and to charge the Contractor with cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid response from the defaulting Contractor shall be considered.

Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of the contract provided that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the State to cure the defect.

**B. TERMINATION FOR CONVENIENCE:**

State may terminate the contract at any time without penalty by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date.

**C. TERMINATION FOR NON-APPROPRIATION OF FUNDS**

The continuation of the contract is contingent upon the continuation of an appropriation of funds by the Legislature to fulfill the requirements of the contract. If the Legislature fails to appropriate sufficient monies to provide for the continuation of the contract or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriations for the year from exceeding revenues for that year or for any other lawful purpose and the effect of such reduction is to provide insufficient monies for the



continuation of the contract, the contract shall terminate on the last day of the fiscal year for which funds are not appropriated.

**WAIVER CLAUSE:**

Waiver of any breach of any term or condition of the contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of the contract shall be held to be waived, modified, or deleted except by the written consent of both parties.

**SEVERABILITY:**

If any term or condition of the contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application; to this end, the terms and conditions of the contract are declared severable.

**CODE OF ETHICS:**

The Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of products/services called for in the Contract. The Contractor agrees to immediately notify the State if potential violations of the Code of Governmental Ethics arise at any time during the term of the Contract.

**APPLICABLE LAW:**

The contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to the contract shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana.

**CONTRACT CONTROVERSIES:**

Any claim or controversy arising out of the contract shall be resolved by the provisions of Louisiana Revised Statutes 39: 1673.

**COMPLIANCE WITH CIVIL RIGHTS LAWS:**

The Contractor agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964,, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Contractor agrees not to discriminate in its employment practices, and will render services under the contract, without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of the contract.

ITEM #	MODEL #	DESCRIPTION	BRAND	UNIT	QTY	RETAIL PRICE	% OF DISCOUNT	LA STATE PRICE
CATEGORY I - SCANNERS AND PRINTERS								
01000	PS5000C	MKII COLOR FACE UP BOOK SCANNER	KONICA MINOLTA	EACH	1			
01001	7133415	PS7000C MKII FACE UP BOOK SCANNER	KONICA MINOLTA	EACH	1			
01002	820351	MS6000 MK II FILM SCANNER	KONICA MINOLTA	EACH	1			
01003	SL1000-1	SL1000 FILM SCANNER	KONICA MINOLTA	EACH	1			
01004	816341	MS 7000 MK II FILM SCANNER	KONICA MINOLTA	EACH	1			
01005	4128351	MSP 3500 PRINTER	KONICA MINOLTA	EACH	1			
CATEGORY II - ACCESSORIES								
02000	7119018301	GLASS PLAT SWITCH	KONICA MINOLTA	EACH	1			
02001	7133017901	ANGLE BOOK HOLDER	KONICA MINOLTA	EACH	1			
02002	7119018101	MANUAL SCAN SWITCH	KONICA MINOLTA	EACH	1			
02003	1379131	ANGLE BOOK HOLDER	KONICA MINOLTA	EACH	1			
02004	7133017101	MANUAL SWITCH	KONICA MINOLTA	EACH	1			
02005	7133017701	GLASS PLATE MODEL	KONICA MINOLTA	EACH	1			

02006	7640005407	MAGE OIVA SOFTWARE CD	KONICA MINOLTA	EACH	1			
02007	4614336	GRAYSCALE MEMORY BOARD	KONICA MINOLTA	EACH	1			
02008	7162812	UC-8 CARRIER UNIVERSAL	KONICA MINOLTA	EACH	1			
02009	1360230	ZOOM LENS	KONICA MINOLTA	EACH	1			
02010	1379337	USB KIT	KONICA MINOLTA	EACH	1			
02011	1379367	MS6000 MK II PRINTER KIT	KONICA MINOLTA	EACH	1			
02012	1354812	ROLL CARRIER 15A	KONICA MINOLTA	EACH	1			
02013	1355812	ROLL CARRIER 15M	KONICA MINOLTA	EACH	1			
02014	1357811	FICHE CARRIER	KONICA MINOLTA	EACH	1			
02015	1379106	MANUAL MASKING	KONICA MINOLTA	EACH	1			
02016	1376812	MARS CONTROLLER	KONICA MINOLTA	EACH	1			
02017	1390210	MS 7000 MK II ZOOM LENS	KONICA MINOLTA	EACH	1			
02018	94211604A	WORKSTATION	KONICA MINOLTA	EACH	1			
02019	1379236	MS 7000 MK II MANUAL MASKING	KONICA MINOLTA	EACH	1			

CATEGORY III - EXTENDED WARRANTIES								
03000	PS7000	PS7000 BOOK SCANNER EXTENDED ONE YEAR WARRANTY: INCLUDES PARTS, LABOR AND TRAVEL	KONICA MINOLTA	EACH	1			
03001	PS5000C	PS5000C MKII COLOR BOOK SCANNER EXTENDED ONE YEAR WARRANTY: INCLUDES PARTS, LABOR AND TRAVEL	KONICA MINOLTA	EACH	1			
03002	PS7000C	PS7000C MKII BOOK SCANNER EXTENDED ONE YEAR WARRANTY : INCLUDES PARTS, LABOR AND TRAVEL	KONICA MINOLTA	EACH	1			
03003	SP2000	MICRO SP2000 SCANNER EXTENDED ONE YEAR WARRANTY: INCLUDES PARTS, LABOR, AND TRAVEL	KONICA MINOLTA	EACH	1			
03004	SP3000	MICRO SP3000 SCANNER EXTENDED ONE YEAR WARRANTY: INCLUDES PARTS, LABOR AND TRAVEL	KONICA MINOLTA	EACH	1			
03005	MS6000	MS6000 SCANNER EXTENDED ONE YEAR WARRANTY: INCLUDES PARTS, LABOR AND TRAVEL	KONICA MINOLTA	EACH	1			
03006	MS7000	MS7000 SCANNER EXTENDED ONE YEAR WARRANTY: INCLUDES PARTS, LABOR AND TRAVEL	KONICA MINOLTA	EACH	1			
03007	MS6000MKII	MS6000MKII SCANNER EXTENDED ONE YEAR WARRANTY: INCLUDES PARTS, LABOR, AND TRAVEL	KONICA MINOLTA	EACH	1			
03008	7000MKII	7000MKII SCANNER EXTENDED ONE YEAR WARRANTY: INCLUDES PARTS, LABOR AND TRAVEL	KONICA MINOLTA	EACH	1			

03009	MSP 3000	MSP 3000 PRINTER SCANNER EXTENDED ONE YEAR WARRANTY: INCLUDES PARTS, LABOR, AND TRAVEL	KONICA MINOLTA	EACH	1			
03010	MSP3500	MSP3500 PRINTER SCANNER EXTENDED ONE YEAR WARRANTY: INCLUDES PARTS, LABOR, AND TRAVEL	KONICA MINOLTA	EACH	1			
03011	ROLL CARRIER 21	ROLL CARRIER 21 EXTENDED ONE YEAR WARRANTY: INCLUDES PARTS, LABOR AND TRAVEL	KONICA MINOLTA	EACH	1			
03012	ROLL CARRIER 15A	ROLL CARRIER 15A/15M EXTENDED ONE YEAR WARRANTY: INCLUDES PARTS, LABOR, AND TRAVEL	KONICA MINOLTA	EACH	1			
03013	ROLL CARRIER 9B/UC8	ROLL CARRIER 9B/UC8 EXTENDED ONE YEAR WARRANTY: INCLUDES PARTS, LABOR, AND TRAVEL	KONICA MINOLTA	EACH	1			
03014	ROLL CARRIER UC	5M/UC6/ UC7 EXTENDED ONE YEAR WARRANTY: INCLUDES PARTS, LABOR, AND TRAVEL	KONICA MINOLTA	EACH	1			
03015	FICHE CARRIER 5	FICHE CARRIER 5 EXTENDED ONE YEAR WARRANTY: INCLUDES PARTS, LABOR AND TRAVEL	KONICA MINOLTA	EACH	1			
03016	SL1000	FILM SCANNER, EXTENDED ONE YEAR WARRANTY: INCLUDES PARTS, LABOR, AND TRAVEL	KONICA MINOLTA	EACH	1			